

# **EXHIBIT V**

RELEASE

For the sole consideration of One Million Five Hundred Thousand and no/100 Dollars (\$1,500,000) paid as follows:

By Check No. 49168	\$1,495,368.29
Railroad Retirement Board Lien	4,631.71
Railroad Retirement Tax	0.00
Supplemental Sickness Benefits	0.00
Advances	0.00
Other _____	0.00
Total Settlement	<u>\$1,500,000.00</u>

receipt of which is hereby acknowledged, I, Lester E. Kirkland, Jr., SSA#250-84-2831, do hereby release and forever discharge Norfolk Southern Railway Company, CSX Transportation, Inc., Consolidated Rail Corporation and W. R. Grace & Company and, to the same extent as if expressly named, their respective parents, subsidiaries and affiliated companies, their leased and operated lines, and all other persons, firms and corporations, all of the respective predecessors, successors, assignees, lessors, officers, directors, agents and employees of the aforesaid released parties, past and present, as well as their heirs and legal representatives, of and from all claims which I have or may hereafter have, for personal injuries, know or unknown, and/or loss of any kind resulting or in any way arising from an accident(s) which occurred at or near Warrenville, South Carolina on or about January 23, 1998 and at or near Aiken, South Carolina on January 26, 1998 and all other accidents to date. I understand that the signing of this paper prevents me from making any further claims against the persons and entities described above in connection with said accidents.

I acknowledge that I am permanently disabled and there are no reasonable accommodations that would permit me to work with the railroads or any of the railroads' subsidiaries, parents, affiliated companies and/or leased and operated lines, either in my former job or in another job for which I am qualified. With full knowledge that the representations I am making in this agreement are being relied upon by the railroads, and in consideration of the payment which has been made to me, the receipt of which is hereby acknowledged, I hereby agree that effective this date, I will not exercise my seniority rights nor attempt to return to work at any time in any capacity, at any place for any of the railroads identified herein, and to the same

extent as if expressly named, any of the railroads' subsidiaries, parents, affiliated companies and/or leased or operated lines, or any of their respective successors and assigns. I also understand and agree that at the end of the second calendar year following the year I last performed compensated service or received vacation pay from the railroads, my name will be removed from all seniority rosters and my employment relationship with any of the railroads, and to the same extent as if expressly named, any of the railroads' subsidiaries, parents, affiliated companies and/or their leased or operated lines, or any of their respective successors or assigns, will be terminated.

Pursuant to the provisions of the Railroad Retirement Act, the Unemployment Insurance Act and the Retirement Tax Act, the following apportionment is made:

(a) To Time Lost ..... \$ none

(if any sum is allocated to time lost, complete and attach Form GCA 210)

(b) To Other Factors ..... \$ 1,500,000.00

Total Settlement ..... \$ 1,500,000.00

Suit now pending in the State Court of Bibb County, Georgia entitled *Lester E. Kirkland, Jr. v. Norfolk Southern Railway Company*, Case No. 45273, to be dismissed and the undersigned will instruct his attorneys to execute a satisfaction of the judgment entered in this action.

Given under my hand and seal on this 6<sup>th</sup> day of July, 2001.

Lester E. Kirkland, Jr. (SEAL)  
Lester E. Kirkland, Jr.

WITNESSES TO SIGNATURE:

(1) [Signature]  
Name  
Birmingham, AL  
Address

(2) [Signature]  
Name  
Birmingham, AL  
Address

File No. \_\_\_\_\_